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NEW APPLICATION

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AZ CORP COMMISSION May 1, 2009
DOCKET CONTROL

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Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

T-01051B-09-0210
T-04201A-09-0210

Re: Collocation Available Inventory Amendment to the
Interconnection Agreement between Qwest Corporation
and Citynet Arizona, LLC for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to the Interconnection Agreement between Qwest Corporation ("Qwest") and Citynet Arizona, LLC ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

The Agreement is amended by adding terms, conditions and rates for Collocation Available Inventory as set forth in Attachment 1 and Exhibit A, into the Interconnection Agreement. The Agreement was approved by the Commission on January 26, 2004, Docket No. T-01051B-03-0785, Decision No.66756.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

Enclosure

Arizona Corporation Commission
DOCKETED

MAY -1 2009

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Docket Control, Arizona Corporation Commission
May 1, 2009
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cc: Daniel L. Scoville Sr.
Citynet Arizona, LLC
113 Platinum Drive, Suite B
Bridgeport, WV 26330

Jeffrey Ray, General Counsel
Citynet Arizona, LLC
113 Platinum Drive, Suite B
Bridgeport, WV 26330

**Collocation Available Inventory Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Citynet Arizona, LLC
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Citynet Arizona, LLC ("CLEC"), a Delaware corporation. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement"), for service in the State of Arizona, that was approved by the Commission; and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms, conditions and rates for Collocation Available Inventory, as set forth in Attachment 1 and in Exhibit A, attached hereto and incorporated herein.

Rates in Exhibit A shall be updated to reflect legally binding decisions of the Commission and shall be applied on a prospective basis from the effective date of the legally binding Commission decision, unless otherwise ordered by the Commission. Rates in Exhibit A that are "Under Development" shall be updated upon establishment of a rate.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Citynet Arizona, LLC



Signature

Aaron D. Clark

Name Printed/Typed

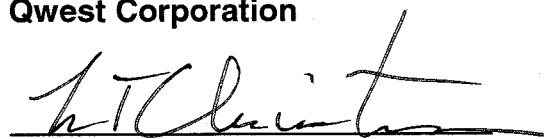
CEO

Title

4/7/09

Date

Qwest Corporation



Signature

L. T. Christensen

Name Printed/Typed

Director - Wholesale Contracts

Title

4/24/09

Date

ATTACHMENT 1
Collocation Available Inventory

The following language is hereby added to the Agreement:

8.2.1 Terms and Conditions - All Collocation

8.2.1.33 Collocation Available Inventory. Collocation Available Inventory provides CLEC with information about the availability of (a) returned Collocation sites and elements under Qwest's control ("Qwest Postings") and (b) CLEC controlled sites that may be posted are available for a Transfer of Responsibility ("CLEC Postings"). Qwest and CLECs may post available Collocation sites on Qwest's wholesale web site at: <http://www.qwest.com/wholesale/pcat/collocclassifieds.html>. CLEC must either have an approved Interconnection Agreement or is currently negotiating with Qwest to have an interim Interconnection Agreement with the specific type of Collocation to be obtained. If the Interconnection Agreement is pending approval, CLEC must execute an early ordering letter. Qwest reserves the right to remove Qwest Postings to satisfy CLEC Collocation Applications or Qwest space requirements. Qwest shall not use the Qwest Postings as a basis to claim exhaust in any Qwest Premises.

8.2.1.33.1 CLEC obtaining a Collocation site from Qwest Postings must not have any overdue financial obligations owed to Qwest for Collocation, with the exception of formally disputed charges. CLEC will be required to pay a minimum of six (6) months of space construction and floor space lease recurring charges if CLEC terminates its lease prior to six (6) months occupancy.

8.2.1.33.2 Qwest Postings. Collocation sites available in Qwest Postings may be partially or fully completed before being returned to Qwest inventory. Both Caged Physical Collocation and Cageless Physical Collocation sites will be offered in the Qwest Postings and will be available under the terms and conditions set forth in the Interconnection Agreement of the CLEC acquiring the Collocation space. CLEC may request to add to or complete the Collocation site to its specifications. CLEC may also request that Qwest reduce the cable terminations and CLEC will be charged for the removal of such cable terminations.

8.2.1.33.3 All services that were previously connected to the Collocation (e.g., UNEs, CLEC to CLEC, administrative lines, Finished Services, and Line Splitting) will be disconnected before the site is listed in the Qwest Postings. Power, grounding, and Entrance Facilities will also be disconnected before the site is listed. Qwest shall inventory all reusable and reimbursable elements and include them in the Collocation site information.

8.2.1.33.4 Qwest may also elect to offer Collocation sites returned through bankruptcy or abandonment consistent with Applicable Law (i.e., "Special Sites"). These Collocation sites will not be decommissioned and will be posted as unverified sites with equipment which may include electronic equipment, racks, cages, DC power, grounding and terminations. It is expressly understood and agreed that Qwest is selling equipment that is used or surplus equipment on an "as is, where is" basis with all faults, latent and patent, and the equipment is conveyed without any Qwest warranties or representations of any kind, express

or implied. CLEC is responsible for all software and software license agreements for any equipment conveyed as part of a Special Site. CLEC is responsible for handling, scrapping, destruction or other disposition of any equipment conveyed as part of a Special Site and shall conform and comply with: (a) All applicable federal, state, county and municipal laws, statutes, regulations, and codes regulating hazardous wastes, materials or substances, including, but not limited to the Toxic Substances Control Act (TSCA) (15 U.S.C. § 2601 et seq.); the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. § 6901 et seq.); Hazardous Materials Transportation Act (HMTA) (49 U.S.C. § 1801 et seq.); Occupational Safety and Health Act (OSHA) (29 U.S.C. § 651 et seq.); Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA)(42 U.S.C. § 9601 et seq.); and any successor acts thereto or the regulations promulgated thereunder and any applicable International laws and regulations; (b) Environmental rules and regulations governing environmental impacts associated with the production and or recovery of precious metals, scrap metals and material processing and or residual material disposition whether hazardous or non-hazardous as defined by governing laws and or applicable laws and are the sole responsibility of CLEC; and (c) All hazardous waste, hazardous material, hazardous substances or solid waste manifests relating to the shipping, receiving, disposal or final disposition of the equipment shall not reference, list or otherwise indicate on the manifest that Qwest is the generator, arranger, transporter, owner or otherwise the party that owns, controls, manages, handles, stores, generates or otherwise uses the equipment. On any required hazardous waste, hazardous material, hazardous substances or solid waste manifest relating to the shipping, receiving, disposal or final disposition of the equipment, CLEC shall be listed as the generator, arranger and owner of the materials.

8.2.1.33.5 CLEC will submit a Collocation Application indicating a specific Collocation site from the Collocation Available Inventory. Qwest will follow the standard Collocation provisioning intervals for the type of Collocation as included in CLEC's Interconnection Agreement. During preparation of the quotation, Qwest will validate all reusable elements and send an inventory verification letter. After receipt of the validated inventory, CLEC may cancel the Collocation Application or submit a change to the pending Collocation Application. Any cancellation due to differences between the Qwest Posting and actual inventory will not result in a QPF or Engineering and Design Fee being charged.

8.2.1.33.6 Charges for Collocation sites listed in the Qwest Postings will be on a site specific basis, according to assuming CLEC's Interconnection Agreement and its requested work in the Collocation Application. Assuming CLEC will receive a fifty percent (50%) discount on nonrecurring reusable elements, if any, as defined in the Agreement (Section 8.2.1.22).

8.3.1 Rate Elements - All Collocation

8.3.1.20 Collocation Available Inventory Charges. For standard Qwest Postings of Collocation Available Inventory, CLEC will be charged the standard Collocation rates, including the applicable QPF or Engineering and Planning Fee. CLEC will also be charged for removal of terminations. For Special Sites, assuming CLEC will be charged a Special Site Assessment Fee instead of the standard QPF, unless CLEC requests an

augment to the existing site in its initial Collocation Application, then the standard approved QPF will be charged as defined in Exhibit A. CLEC ordering a Special Site, in addition to the standard Collocation rates, will also be charged a nonrecurring Network Systems Administration Fee for the systems and record updates required to transfer the Collocation Site to assuming CLEC and, if a site survey is requested by CLEC, a Site Survey Fee. Any CLEC equipment left in the site will be transferred to assuming CLEC at no charge. Recurring charges for all products and services will be charged at rates listed in assuming CLEC Interconnection Agreement without a discount.

